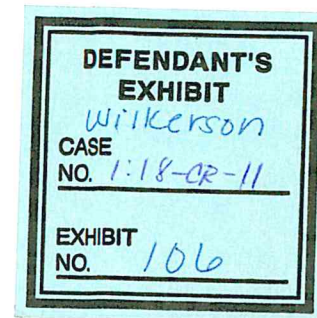


Independent Consultant Agreement Service Consultant



AGREEMENT, made this _____ day of _____, 20____, between Florida Pharmacy Solutions, Inc., (the Company) and _____ (Service Consultant). The Parties hereto do hereby agree as follows:

1. Definitions.

For the purpose of the Agreement, the following are defined terms:

"**Confidential Information**" shall mean information of any nature and in any form which at the time or times concerned is not generally known to those persons engaged in business similar to that conducted or contemplated by the Company or any subsidiary or affiliate of the Company (other than by the act or acts of an employee or other person not authorized by the Company to disclosed such information), including, but not limited to: (i) research and development projects and findings, trade secrets concerning the business and affairs of the Company, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, current and anticipated customer requirements, pricelists, market studies, business plans, computer software and programs (including project code and source code), computer software and database technologies, systems, structures and architectures (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts ides, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of applicable law; (ii) information concerning the business and affairs of the Company. (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, personnel training and techniques and materials), however documented; and (iii) notes, plans, analysis, compilations, studies, summaries, and other material prepared by of for the Company containing or based, in whole or in part, on any information included in the foregoing. Confidential Information shall not include information that is publicly known. The phrase "publicly known" shall mean information which is in other public domain or publicly available through no fault of the Service Consultant or which can be proved to be independently developed without the use of the Confidential Information. All Confidential Information, as well as other business information and documentation and the like to which the Service Consultant has access during his or her employment and all proprietary rights therein, are and shall remain the sole and exclusive property of Florida Pharmacy Solutions, Inc.

2. Independent Consultant.

2.1 It is the express intention of the parties that the Services Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the Company. Nothing in this Agreement shall be construed or interpreted as creating or establishing a relationship of employer and employee between the Services Consultant and Florida Pharmacy Solutions, Inc.

3. Right to Market.

3.1 The Company hereby grants to the Consultant and the Consultant hereby accepts, subject to the terms and condition provided in this agreement, the nonexclusive right to represent the Company with regard to providing services to physicians on behalf of the Company in the designated Territory. All expenses required to perform obligations under this Agreement, including but not limited to meals, gifts, alcoholic beverages, automobile expenses, workers compensation premiums, liability insurance premiums, subcontractors, office supplies and expenses will be the sole

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responsibility of the Consultant, unless approved by management for expense reimbursement. It is incumbent upon the Consultant to maintain separate policies; auto liability, health, workers comp, and liability as necessary to perform the business activities outlined in this agreement.

4. Duties of Service Consultant.

4.1 The Service Consultant agrees to use preferred methods and best efforts to promote the business and goodwill of the Company, which includes, but is not limited to (a) devote business time, attention and energy as a Service Consultant in the best interest of the Company and promote Company Products within the Territory; (b) comply with the best marketing practices, Company guidelines and policies; (c) comply with state income tax regulations as applicable and maintain accurate tax records along with timely remittance of taxes owed relative to monies earned by virtue of this agreement to the Internal Revenue Service; (d) promptly inform the Company of all complaints, discrepancies, service issues, dissatisfaction from or disputes with any person or company that may arise as a result of acts of omission or commission on the part of the Company, Service Consultant or the aforementioned interaction with a physician, medical entity, office and /or office personnel. (e) The Service Consultant shall assist the company in the a factual investigation and equitable resolution of issues arising from events indicated above; (f) satisfy all expenses incurred on the part of the Service Consultant relative to this agreement, including, but not limited to, travel, food, lodging, secretarial help, long distance and wireless communication charges; (g) report to the Company information regarding its activities pursuant to this Agreement as is reasonably requested. (h) Comply with all applicable laws, statutes and ordinances in its activities under this Agreement. In the event the Service Consultant fails to comply with his/her duties and responsibilities under this agreement Service Consultant agrees and understands that the Company may terminate this agreement in accordance with Section 9 hereof.

4.2 Except as otherwise provided in this Agreement, the Service Consultant agrees to indemnify the Company from, and hold the Company harmless against, any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising , directly or indirectly from (a) any act or failure to act on the part of a Service Consultant, their employees, previous employers, agents, or contractors, including all claims relating to any breach of or failure to comply with this Agreement by the Service Consultant or the injury or death of any person or damage to any property, or (b) any oral or written representation of warranty regarding products made by the Services Consultant, their employees, agents or contractors not expressly authorized by the Company. Further, the Service Consultant agrees to maintain separate policies of liability, health, workers compensation, and accident insurance as may be necessary or required by the Company to facilitate the performance of the duties herein, and provide a copy of the same to the Company upon request.

5. Limitations Upon Authority of Service Consultant.

5.1 Service Consultant shall use only the material provided by the Company for all marketing and advertising. Such materials shall comply with the Company's graphic, copyright, trademark, trade name, logo, management approval, and other guidelines. The Service Consultant shall use the Company's trademarks relating to products on a royalty-free basis in connection with marketing and advertising activities approved in writing by the Company.

5.2 Service Consultant shall not make any representation or warranty to any provider or prospective provider concerning the cost, availability, suitability, or fitness for a particular purpose, capabilities of any other aspect of products which are beyond the representations contained in the Company's then current pricing and sales literature as provided to the Service Consultant by the Company. In particular, the Service Consultant shall not make any representations as to the effect of Products on the bodily functions. This limitation includes all forms of marketing and or advertising, including, but not limited to, verbal statements of the Service Consultant.

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5.3 Service Consultant shall not have the authority to and shall not enter into, make or accept any contract or other engagement for on behalf of the Company, and shall not pledge the credit of the Company in any way whatsoever.

5.4 Service Consultant shall acquire no rights in the Company Trade-Name, logo or trademarks by reason of Service Consultant's use of the same in connection with this Agreement. Service Consultant shall upon termination of this Agreement cease using the Company's graphics, copyrights, trademarks, trade names, logos and other guidelines.

6. Acceptance of Orders.

6.1 All prescriptions initiated by the Service Consultant relationship with the provider are subject to approval and acceptance by the Company. Upon approval, the Company shall send the prescription and written invoice to the patient. The Company shall have the right, for any reason, to refuse to accept any orders submitted or initiated by the Service Consultant. The Company reserves the right to reject any order or cancel any order after acceptance for credit reasons or for any other reason which it deems to be sufficient. If the Company rejects or cancels all or part of any order, the Service Consultant shall not be entitled to any commission with respect to such order or portion cancelled.

Commissions will not be paid to Service Consultant on cancelled orders.

7. Payment.

7.1 In consideration for Consulting Services performed under this Agreement, the Company agrees to pay, and the Service Consultant agrees to accept, commissions as distributed by the contracted Service Consultant. The commissions shall not be paid on orders returned to the Company. Commissions shall be paid by the Company to the Service Consultants within 30 Days after the Company's receipt of payment from the patient/provider for such invoice. The Company may offset the amount of any commission that was paid to the Service Consultant on refunded invoices against future commissions owed to the Service Consultant.

7.2 To the extent allowed by applicable law., the Company shall have the right to withhold the payment of commission owed the Service Consultant upon noncompliance with this Agreement, or to apply the same as an offset against any monies due to the Company from the Service Consultant, including without limitations, as a result of any breach of this Agreement. In the case of orders placed and accepted by the Company, but not shipped at the time of the effective date of termination or expiration, the Company shall pay the normal commission rate on behalf of the Service Consultant if the order is shipped and payment is received within three (3) months after termination or expiration; provided, however, that such commissions shall be subject to reduction for commissions previously paid for products approved and shipped and subsequently approved and accepted for return and credited to the Company. No commissions shall be payable by the Company to Service Consultant on account of any orders sent or accepted after the effective date of termination or expiration, or any orders paid for more than three (3) months after the effective date of termination or expiration.

7.3 In the event the Company determines in good faith and utilizing its best business judgment the Service Consultant cannot accomplish the duties outlined herein, the Company may terminate this agreement after 30 days written notice to the Service Consultant without any further liability to the Service consultant.

8. Support and Maintenance by the Company.

8.1 The Company will use reasonable efforts to keep the Service Consultant currently advised of its marketing policies. The Company shall ship prescriptions as promptly as possible. The Company shall not be liable, directly or indirectly, for its delays or for delays of carriers or other acts beyond its control with respect to delivery of the prescriptions.

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9. Terms of Agreement.

9.1 The term of the Agreement shall begin on the date first above written, and shall continue to the date at which either the Company or the Service Consultant shall notify the other in writing of intent to cancel or terminated as hereinafter provided.

9.2 Should either party default in the performance of this Agreement or materially breach any of its provisions including performance obligations, the non-defaulting party will notify the defaulting party in writing of the default or breach, and has the option, to terminate this Agreement immediately by giving written notice.

9.3 The Company or Service Consultant may terminate this Agreement at any time upon written notice to the other party.

9.4 Upon Termination of this Agreement, Service Consultant shall cease all further use of the Confidential Information and shall surrender to the Company all Products and tangible copies of the Confidential Information in the Service Consultant's possession and destroy all electronic copies of the Confidential Information which cannot be surrendered.

9.5 The obligation and duties of the Service Consultant to the Company which contemplate performance by the Service Consultant subsequent to termination, shall survive the termination of this Agreement.

10. Mandatory Dispute Resolution.

The parties acknowledge and agree that this Agreement and the subject matter hereof is substantially connected with and involved with interstate commerce. In the event of a dispute between parties (i) arising out of or related to the provisions and /or subject matter of the Agreement or the breach thereof, or (ii) relating to any transaction of any kind between the parties to this Agreement or their officers, directors, agents and/or employees, it is agreed that the parties to this Agreement will attempt to resolve such disputes amicably by informal discussions and negotiations within a seven (7) day period. All such disputes which cannot be settled by negotiation among the parties within such time shall upon demand of any party be submitted by the parties to a court of competent jurisdiction in Pasco County within the Sixth Judicial Circuit of the State of Florida, sitting without the benefit of a jury. However, this obligation shall not preclude the Company from seeking specific performance and/or injunctive relief through the courts. The applicable laws under which relief shall be obtained shall be the laws of the State of Florida. Notwithstanding anything set forth herein, any and all disputes concerning this agreement or its terms, will be resolved in a non-jury format by the Circuit Court of the Sixth Judicial Circuit Pasco/Pinellas Counties of the State of Florida, the parties hereto are specifically waiving their right to a jury trial to resolve any dispute arising pursuant to this Agreement and/or enforcement of this Agreement. This provision shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the Circuit Court shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. The parties intend that the scope of this Agreement to be construed as broadly as possible so as to include any and all disputes/claims arising out of the subject matter of the agreement.

11. Confidential Information.

All Confidential Information, as well as other business information and documentation and the like to which Service Consultant has access during its engagement with the Company and all proprietary rights therein, are and shall remain the sole exclusive property of the Company. Nothing in this Agreement shall confer upon the Service Consultant any right, title or interest in or to the Confidential Information. For purposes of clarification, during the term of the

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Agreement, the Company hereby grants to the Service Consultant, a nonexclusive, nontransferable, limited right and license to use such Confidential Information solely for the purpose of performing the services and any other obligations of the Service Consultant under this Agreement. Upon termination of this Agreement, the Service Consultant shall cease all further use of the Confidential Information and shall surrender to the Company all tangible copies of the Confidential Information and destroy all electric copies of the Confidential Information which cannot be surrendered.

11.1 Except as may be required in the performance of the Service Consultant duties with and for the Company, its subsidiaries, divisions or affiliates, the Service Consultant will not at any time, whether during or following termination of the engagement with the Company divulge or disclose to any other person, firm, or entity; use for Service Consultant's own benefit or otherwise appropriate for the use of any other person, firm or entity; copy or otherwise reproduce; or make notes of, any confidential information.

11.2 The Service Consultant agrees to comply with any and all procedures which the Company may adopt from time to time to preserve the confidentiality of tangible items relating to or containing Confidential Information. Service Consultants shall obtain executed non-disclosure agreements in a form satisfactory to the Company from its staff, agents, and sub-consultants that may market or provide services to physicians, office staffs, employees on behalf of the Company hereunder prior to their performance of services under this agreement.

11.3 The Confidential Information which is being furnished to the Service Consultant by the Company under the terms of this agreement is of a special, unique, unusual, extraordinary, and intellectual character. The Dissemination of the information provided to the Service Consultant and/or other use of said information by Service Consultation matters unrelated to or persons not identified in the Agreement cannot be reasonably or adequately compensated in damages in an action at law.

11.4 Further, nothing in this Agreement shall prevent Service Consultant from using it in its business activities and general job knowledge, ideas, concepts and know-how (the "General Knowledge") learned by Service Consultants employees as a result of performing their respective jobs and working with the Company and retained in the unaided memories of those Service Consultant employees, where such General Knowledge is of the type that such Service Consultant employees would have learned such General Knowledge while performing similar services for any other similar company. The right shall not extend to any General Knowledge that includes Confidential Information.

13. General Provisions.

13.1 This Agreement shall be interpreted under the laws of the State of Florida.

13.2 Service Consultant shall not assign any or all of the Service Consultant's rights or obligations under this Agreement, including but not limited to the right of the Service Consultant to receive commissions, without the prior written consent of the Company. This Agreement shall bind all successors and assigns, by sale and otherwise of the Company.

13.3 This Agreement, together with exhibits, if any, embodies the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between parties. This Agreement may not be changed or terminated orally, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by all of the parties to this Agreement.

13.4 All notices, requests, demands, and other communications required or permitted to be given or made hereunder by either party hereto shall be in writing and shall be deemed to have been duly given or made (i) when delivered personally, or (ii) when deposited in the United State Mail Service, first class registered or certified mail,

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posted prepaid, return receipt requested, to the party for which intended at the following address (or at such other address as shall be specified by the parties by like notice, except that notices of change of address shall be effective only upon receipt): if to the Company, at 13933 17th Street Ste 300 Dade City, Florida 33525 Attn: Chief Operating Officer.

13.5 The failure of any party hereto at any time to enforce any provision of the Agreement shall not constitute a waiver of such provision or any other provision hereof or of the party's right thereafter to enforce any provision hereof.

13.6 In the event any provision or provision of this Agreement are held to be invalid or unenforceable in any respect, the remaining provision of this Agreement shall not be impaired or other affected thereby.

13.7 The headings or captions in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this agreement.

13.8 The Company makes no warranties with respect to product prescriptions except as are specifically set forth in this Agreement and current sales material from time to time being used by the Company. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.9 Service Consultant hereby expressly waives any claims against the Company for loss, injury or damage of any kind, directly or indirectly, resulting from Service Consultant activities hereunder, except as provided in this Agreement and except for claims arising from the negligence or willful misconduct of the Company, its officers and employees.

13.10 In no event shall the Company be liable to the Service Consultant for indirect, special or consequential damages arising out of or in connection with the furnishing, or sales of product, including, but not limited to lost profits.

13.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same Agreement.

IN THE WITNESS WHEREOF, Florida Pharmacy Solutions, Inc. has executed this agreement as of the date first above written.

Florida Pharmacy Solutions, Inc.

Service Consultant

By: _____
(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

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